

**UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Jon Leibowitz, Chairman**
 J. Thomas Rosch
 Edith Ramirez
 Julie Brill

In the Matter of

DAVITA INC.,
a corporation.

Docket No. C-4334

DECISION AND ORDER
[Redacted Public Version]

The Federal Trade Commission (“Commission”), having initiated an investigation of the proposed acquisition by DaVita Inc. of CDSI

- I. “Appendix A Joint Venture Equity Interests” means the joint venture equity interest owned by DSI in each of the following joint ventures: (1) Renal Care Group South Tampa, LLC; (2) DSI El Paso, LLC (3) Renal Care Group Galleria, LLC; and (4) DSI Greenville, LLC. The joint ventures are more fully described in Appendix A-2.

- d. Physician lists and other records of the Clinic's dealings with Physicians,
 - e. maintenance records,
 - f. documents Relating To policies and procedures,
 - g. documents Relating To quality control,
 - h. documents Relating To Payors,
 - i. documents Relating To Suppliers,
 - j. documents Relating To Clinics other than the Clinic To Be Divested, *PROVIDED, HOWEVER*, if such documents are located other than on the premises of the Clinic To Be Divested, Respondent DaVita may submit a copy of the document with the portions not Relating To the Clinic To Be Divested redacted, and
 - k. copies of contracts with Payors and Suppliers, unless such contracts cannot, according to their terms, be disclosed to third parties even with the permission of Respondent DaVita to make such disclosure;
6. Respondent DaVita's and DSI's Medicare and Medicaid provider numbers, to the extent transferable;
7. all permits and licenses, to the extent transferable;
8. Intangible Property relating exclusively to the Operation Of The Clinic; and a royalty-free perpetual worldwide license for the use, without any limitation, of all other Intangible Property Relating To the Operation Of The Clinic (including the right to transfer or sublicense such Intangible Property, exclusively or nonexclusively, to others by any means); and
9. assets that are used in, or necessary for, the Operation Of The Clinic.

PROVIDED, HOWEVER, that "Assets Associated" does not include Excluded Assets.

- N. "Assets To Be Divested" means the Appendix A Clinic Assets and any Appendix F Clinic Assets divested pursuant to Paragraph V.A. of the Order.
- O. "Clinic" means a facility that provides hemodialysis or peritoneal dialysis services to patients suffering from kidney disease.
- P. "Clinic's Physician Contracts" means all agreements to provide the services of a Physician to a Clinic, regardless of whether any of the agreements are with a Physician or with a medical group, including, but not limited to, agreements for the services of a medical

director for the Clinic and “joinder” agreements with Physicians in the same medical practice as a medical director of the Clinic.

- Q. “Clinic To Be Divested” and “Clinics To Be Divested” means the Appendix A Clinics, the Appendix A Joint Venture Equity Interests and any Appendix F Clinics or Appendix F Joint Venture Equity Interests divested pursuant Paragraph V.A. of the Order.
- R. “Confidential Business Information” means competitively sensitive, proprietary, and all other information that is not in the public domain owned by or pertaining to a Person or a Person’s business, and includes, but is not limited to, all customer lists, price lists, contracts, cost information, marketing methods, patents, technologies, processes, or other trade secrets.
- S. “Contract Services” means services performed pursuant to any Clinic’s Physician Contract.
- T. “DaVita Employee Of A Clinic To Be Divested” and “DaVita Employee Of The Clinic To Be Divested” means an Employee Of A Clinic To Be Divested who is employed by Respondent DaVita or, before the acquisition by Respondent DaVita, by DSI.
- U. “DaVita’s Medical Protocols” means medical protocols promulgated by Respondent DaVita, whether in hard copy or embedded in software, that have been in effect at any time since July 1, 2010. *PROVIDED, HOWEVER*, “DaVita’s Medical Protocols” does not mean medical protocols adopted or promulgated, at any time, by any Physician or by any Acquirer, even if such medical protocols are identical, in whole or in part, to medical protocols promulgated by Respondent DaVita.
- V. “Designated DaVita Employee” means (1) a DaVita Employee Of A Clinic To Be Divested, and (2) any of the additional DaVita and DSI employees listed in Non-Public Appendix G to this Order.
- W. “Divestiture Agreement” and “Divestiture Agreements” mean any agreement pursuant to which Respondent DaVita or a Divestiture Trustee divests any Appendix A Clinic Assets or Appendix F Clinic Assets pursuant to this Order and with the prior approval of the Commission.
- X. “Divestiture Trustee” means the person appointed to act as trustee by the Commission pursuant to Paragraph II.A or V of this Order.
- Y. “DSI’s Medical Protocols” means medical protocols promulgated by DSI, whether in hard copy or embedded in software, that have been in effect at any time since July 1, 2010. *PROVIDED, HOWEVER*, “DSI’s Medical Protocols” does not mean medical protocols adopted or promulgated, at any time, by any Physician or by any Acquirer, even if such medical protocols are identical, in whole or in part, to medical protocols promulgated by DSI.

- Z. “Effective Date” means the date on which Respondent DaVita acquires DSI.
- AA. “Employee Of A Clinic To Be Divested” and “Employee Of The Clinic To Be Divested” mean any individual (including, but not limited to, a clinic director, manager, nurse, technician, clerk, or social worker) who is not a Regional Manager, who is employed by Respondent DaVita, or before the Acquisition, by DSI, by an Acquirer, or by another manager or owner of such Clinic To Be Divested, and who has worked part-time or full-time on the premises of such Clinic To Be Divested at any time since January 1, 2011, regardless of whether the individual has also worked on the premises of any other Clinic.
- BB. “Excluded Assets” means:
1. all cash, cash equivalents, and short term investments of cash;
 2. accounts receivable;
 3. income tax refunds and tax deposits due Respondent DaVita or DSI;
 4. unbilled costs and fees, and Medicare bad debt recovery claims, arising before a Clinic is divested to an Acquirer;
 5. rights to the names “DaVita” and any variation of that name, and any names, phrases, marks, trade names, and trademarks to the extent they include the marks and designs in Exhibit D to this Order;
 6. insurance policies and all claims thereunder;
 7. prepaid items or rebates;
 8. minute books (other than governing body minute books of the Clinic To Be Divested), tax returns, and other corporate books and records;
 9. any inter-company balances due to or from Respondent DaVita and DSI or their affiliates;
 10. all benefits plans;
 11. all writings and other items that are protected by the attorney-client privilege, the
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1. attracting patients to the Clinic for dialysis services, providing dialysis services to patients of the Clinic, and dealing with their Physicians, including, but not limited to, services Relating To hemodialysis and peritoneal dialysis;
 2. providing medical products to patients of the Clinic;
 3. maintaining the equipment on the premises of the Clinic, including, but not limited to, the equipment used in providing dialysis services to patients;
 4. purchasing supplies and equipment for the Clinic;
 5. negotiating leases for the premises of the Clinic;
 6. providing counseling and support services to patients receiving products or services from the Clinic;
 7. contracting for the services of medical directors for the Clinic;
 8. dealing with Payors that pay for products or services offered by the Clinic, including but not limited to, negotiating contracts with such Payors and submitting claims to such Payors; and
 9. dealing with Governmental Approvals Relating To the Clinic or that otherwise regulate the Clinic.
- OO. “Ordinary Course Of Business” means actions taken by any Person in the ordinary course of the normal day-to-day Operation Of The Clinic that is consistent with past practices of such Person in the Operation Of The Clinic, including, but not limited to past practice with respect to amount, timing, and frequency.
- PP. “Osceola Non-Compete” means the non-compete agreement between Respondent DaVita and Dr. Nawar Mansour, who was proposed as a Medical Director for a clinic that Respondent DaVita never opened in Osceola, Arkansas.
- QQ. “Other Contracts Of Each Clinic To Be Divested” means all contracts Relating To the Operation Of A Clinic, where such Clinic is a Clinic To Be Divested – including, but not limited to, contracts for goods and services provided to the Clinic and contracts with Payors – but does not mean the Clinic’s Physician Contracts and the leases for the Real Property Of The Clinic.
- RR. “Payor” means any Person that purchases, reimburses for, or otherwise pays for medical goods or services for themselves or for any other person, including, but not limited to: health insurance companies; preferred provider organizations; point of service organizations; prepaid hospital, medical, or other health service plans; health maintenance organizations; government health benefits programs; employers or other persons providing

or administering self-insured health benefits programs; and patients who purchase medical goods or services for themselves.

- SS. “Person” means any natural person, partnership, corporation, association, trust, joint venture, government, government agency, or other business or legal entity.
- TT. “Physician” means a doctor of allopathic medicine (“M.D.”) or a doctor of osteopathic medicine (“D.O.”).
- UU. “Real Property Of The Clinic” means real property on which, or in which, the Clinic is located, including real property used for parking and for other functions Relating To the Operation Of The Clinic.
- VV. “Relating To” means pertaining in any way to, and is not limited to that which pertains exclusively to or primarily to.
- WW. “Regional Manager” means any individual who has been employed by Respondent DaVita or DSI with supervisory responsibility for three or more Clinics.
- XX. “Regional Manager Of A Clinic To Be Divested” and “Regional Manager Of The Clinic To Be Divested” mean a Regional Manager who has had direct supervisory responsibility for a Clinic To Be Divested at any time since January 1, 2011.
- YY. “Software” means executable computer code and the documentation for such computer code, but does not mean data processed by such computer code.
- ZZ. “Supplier” means any Person that has sold to Respondent DaVita or DSI any goods or services, other than Physician services, for use in a Clinic To Be Divested. *PROVIDED, HOWEVER*, “Supplier” does not mean an employee of Respondent DaVita or DSI.
- AAA. “Time Of Divestiture” means the date upon which an Appendix A Clinic or an Appendix F Clinic is divested to an Acquirer pursuant to this Order.

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Protocols (including the right to transfer or sublicense such protocols, exclusively or nonexclusively, to others by any means); *PROVIDED, HOWEVER*, that Respondent DaVita may receive, as a part of the Frazier/NEA Divestiture Agreements and for a reasonable amount of time during a transition period, a royalty-free perpetual worldwide license for the use of DSI's Medical Protocols (not including the right to transfer or sublicense such protocols, exclusively or nonexclusively, to others by any means).

2. within ninety (90) days after the Effective Date, divest to Frazier/NEA, absolutely, and in good faith, pursuant to and in accordance with the Frazier/NEA Divestiture Agreements, the Alabama Clinic Assets, as an on-going business.
3. within ninety (90) days after the Effective Date, divest to Frazier/NEA, absolutely, and in good faith, pursuant to and in accordance with the Frazier/NEA Divestiture Agreements, the Illinois Clinic Assets, as an on-going business.

PROVIDED, HOWEVER, if, at the time the Commission determines to make this Order final, the Commission notifies Respondent DaVita that Frazier/NEA is not an acceptable Acquirer then, after receipt of such written notification: (1) Respondent DaVita shall immediately notify Frazier/NEA of the notice received from the Commission and shall as soon as practicable, but no later than within five (5) business days, effect the rescission of the Divestiture Agreement; and (2) Respondent DaVita shall: (a) within six (6) months of the date DaVita receives notice of such determination from the Commission, divest the Appendix A Clinic Assets, except for the Alabama Clinic Assets and the Illinois Clinic Assets, absolutely and in good faith, at no minimum price, as on-going businesses to an Acquirer or Acquirers that receive the prior approval of the Commission and only in a manner that receives the prior approval of the Commission; and (b) within eight (8) months of the date DaVita receives notice of such determination from the Commission, divest the Alabama Clinic Assets and the Illinois Clinic Assets absolutely and in good faith, at no minimum price, as on-going businesses, to an Acquirer or Acquirers that receive the prior approval of the Commission and only in a manner that receives the prior approval of the Commission.

PROVIDED FURTHER, HOWEVER, that if Respondent DaVita has complied with the terms of this Paragraph before the date on which this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondent DaVita that the manner in which the divestiture was accomplished is not

D. Respondent DaVita shall:

1. at the Time Of Divestiture of each Clinic To Be Divested, provide to the Acquirer of such Clinic contact information about Payors and Suppliers for the Clinic, and
2. not object to the sharing of Payor and Supplier contract terms Relating To the Clinics To Be Divested: (i) if the Payor or Supplier consents in writing to such disclosure upon a request by the Acquirer, and (ii) if the Acquirer enters into a confidentiality agreement with Respondent DaVita not to disclose the information to any third pa

G to whom the Acquirer does not intend to offer employment, then such employees may be hired by Respondent DaVita as full time employees without violating this Paragraph II.E. *PROVIDED, FURTHER, HOWEVER*, that no earlier than fifteen (15) days after the Time of Divestiture, Respondent DaVita may submit a written request to the Acquirer identifying those persons from the Non-Public Appendix G to whom Respondent DaVita wishes to offer full time employment; and if the Acquirer within fifteen (15) days of receipt of such request grants, in writing, such request, then Respondent DaVita may offer employment to such employees; but if the Acquirer within fifteen (15) days of receipt of such request either: (i) chooses to hire such employees, or (ii) chooses to defer a hiring decision and keep the requested employees on the Non-Public Appendix G, then Respondent DaVita shall continue to comply with the terms of this Paragraph II.E. with regard to such employees.

- F. For a period of two (2) years following the Time Of Divestiture of each Clinic To Be Divested, Respondent DaVita shall not, directly or indirectly, solicit, induce, or attempt to solicit or induce any Designated DaVita Employee who is employed by the Acquirer to terminate his or her employment relationship with the Acquirer, unless that employment relationship has al0 TD(A)Tj16.0200 0.0000 TD(qu)Tj12.0000 aD80600 Twd 0.00 rgBT94.5600 5f,lu800

PROVIDED, HOWEVER, if the Contract Physician, or the Contract Physician's practice group, or other members of the Contract Physician's practice group were providing services to a Clinic pursuant to a contract with Respondent DaVita or DSI in effect as of January 1, 2011, then Respondent DaVita may contract with such Contr

unable, using commercially reasonable efforts, to obtain equivalent rights from other third parties on commercially reasonable terms and conditions.

- L. Respondent DaVita shall do nothing to prevent or discourage Suppliers that, prior to the Time Of Divestiture of any Clinic To Be Divested, supplied goods and services for use in any Clinic To Be Divested from continuing to supply goods and services for use in such Clinic.
- M. Respondent DaVita shall not acquire DSI until it has obtained for all the Appendix A Clinics:
 - 1. all approvals for the assignment of the Clinic's Physician Contracts, as required by Paragraph II.C.3.b.of this Order;
 - 2. all approvals by joint venture partners necessary for the Acquirer to acquire the Appendix A Clinics that are owned by a joint venture, and shall assign all such approvals to the Acquirer

perpetual worldwide license for the use, without any limitation, of DaVita's Medical Protocols (including the right to transfer or sublicense such protocols, exclusively or nonexclusively, to others by any means); or

b. before the Time of Divestiture, that DaVita license a copy of DaVita's Medical Protocols to that Acquirer, DaVita shall grant, as part of the Divestiture Agreements, to that Acquirer for a reasonable amount of time during a transition period, a royalty-free perpetual worldwide license for the use of DaVita's Medical Protocols (not including the right to transfer or sublicense such protocols, exclusively or nonexclusively, to others by any means); and

3. DaVita shall create no disincentive for any Acquirer of a Clinic To Be Divested to make such a request for a license for DaVita's Medical Protocols, and shall not enter into any agreement or understanding with any Acquirer that the Acquirer not make such a request.

P. Respondent DaVita shall not terminate any transition services agreement that is a part of the Frazier/NEA Divestiture Agreements before the end of the term approved by the Commission without:

1. the written agreement of the Acquirer and thirty (30) days prior notice to the Commission; or,

2. in the case of a proposed unilateral termination by Respondent DaVita due to an alleged breach of an agreement by the Acquirer, sixty (60) days notice of such termination. *PROVIDED, HOWEVER*, such sixty (60) days notice shall be given only after the parties have:

a. attempted to settle the dispute between themselves, and

b. engaged in arbitration and received an arbitrator's decision, or

c. received a final court decision after all appeals.

Q. The purpose of Paragraph II of this Order is to ensure the continuation of the Clinics To Be Divested as, or as part of, ongoing viable enterprises engaged in the same business in which such assets were engaged at the time of the announcement of the acquisition by Respondent DaVita Inc. of DSI, to ensure that the Clinics To Be Divested are operated independently of, and in competition with, Respondent DaVita, and to remedy the lessening of competition alleged in the Commission's Complaint.

III.

IT IS FURTHER ~~OR~~

IV.

IT IS FURTHER ORDERED that:

A.

2. The Monitor shall act in a fiduciary capacity for the benefit of the Commission.
3. The Monitor shall serve for such time as is necessary to monitor Respondent DaVita's compliance with the provisions of this Order, the Order to Maintain Assets, and the Divestiture Agreements.
4. Subject to any demonstrated legally recognized privilege, the Monitor shall have full and complete access to Respondent DaVita's personnel, books, documents, records kept in the Ordinary Course Of Business, facilities and technical information, and such other relevant information as the Monitor may reasonably request, related to Respondent DaVita's compliance with its obligations under this Order, the Order to Maintain Assets, and the Divestiture Agreements. Respondent DaVita shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor's ability to monitor Respondent DaVita's compliance with this Order, the Order to Maintain Assets, and the Divestiture Agreements.
5. The Monitor shall serve, without bond or other security, at the expense of Respondent DaVita on such reasonable and customary terms and conditions as the Commission may set. The Monitor shall have authority to employ, at the expense of Respondent DaVita, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities. The Monitor shall account for all expenses incurred, including fees for services rendered, subject to the approval of the Commission.
6. Respondent DaVita shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in c

manner and to an Acquirer or Acquirers that receives the prior approval of the Commission, as required by this Order; *PROVIDED, HOWEVER*, if the trustee receives bona fide offers for particular assets from more than one acquiring entity, and if the Commission determines to approve more than one such acquiring entity for such assets, the trustee shall divest the assets to the acquiring entity selected by Respondent DaVita from among those approved by the Commission; *PROVIDED, FURTHER, HOWEVER*, that Respondent DaVita shall select such entity within five (5) days of receiving notification of the Commission's approval.

5. The trustee shall serve, without bond or other security, at the cost a

- F. The Commission or, in the case of a court-appointed trustee, the court, may on its own initiative or at the request of the trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestiture required by this Order.
- G. The trustee appointed pursuant to this Paragraph may be the same Person appointed as the Monitor pursuant to the relevant provisions of this Order or the Order to Maintain Assets.

VI.

IT IS FURTHER ORDERED that:

- A. Beginning thirty (30) days after the date this Order becomes final, and every thirty (30) days thereafter until Respondent DaVita has fully complied with Paragraphs II.A., II.B., II.C., II.D., II.E., II.G.1, II.I, II.K., II.L., II.M., II.N., and II.O. of this Order, Respondent DaVita shall submit to the Commission a verified written report setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with the terms of this Order, the Order to Maintain Assets, and the Divestiture Agreements. Respondent DaVita shall submit at the same time a copy of these reports to the Monitor.
- B. Beginning twelve (12) months after the date this Order becomes final, and annually thereafter on the anniversary of the date this Order becomes final, for the next four (4) years, Respondent DaVita shall submit to the Commission verified written reports setting forth in detail the manner and form in which it is complying and has complied with this Order, the Order to Maintain Assets, and the Divestiture Agreements. Respondent DaVita shall submit at the same time a copy of these reports to the Monitor.

VII.

IT IS FURTHER ORDERED that Respondent DaVita shall notify the Commission at least thirty (30) days prior to:

- A. Any proposed dissolution of DaVita,
- B. Any proposed acquisition, merger or consolidation of DaVita

VIII.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request with reasonable notice to Respondent DaVita, Respondent DaVita shall permit any duly authorized representative of the Commission:

- A. Access, during office hours of DaVita and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and all other records and documents in the possession or under the control of DaVita related to compliance with this Order; and
- B. Upon five (5) days' notice to DaVita and without restraint or interference from DaVita, to interview officers, directors, or employees of DaVita, who may have counsel present, regarding such matters.

IX.

IT IS FURTHER ORDERED that this Order shall terminate on October 21, 2021.

By the Commission.

Donald S. Clark
Secretary

SEAL
ISSUED: October 21, 2011

APPENDIX A

APPENDIX A CLINICS

APPENDIX A CLINICS

	Clinic Name	Clinic Address
1	DSI Norwood	1424 North Carraway Boulevard Birmingham, AL 35234
2	DSI Avondale	13055 West McDowell Road Avondale, AZ 85323
3	DSI Mesa	1337 South Gilbert Road, #109 Mesa, AZ 85204
4	DSI Northeast Phoenix	3305 East Greenway Road Phoenix, AZ 85032
5	DSI Phoenix South	4621 South Central Avenue Phoenix, AZ 85040
6	DSI Southwest Mesa	1457 West Southern Avenue, Ste. D19 Mesa, AZ 85202
7	DSI Tempe	8820 South Kyrene Road Tempe, AZ 85284
8	DSI South Tampa	731 West Lumsden Brandon, FL 33511
9	DSI Tampa Central	4705 N. Armenia Avenue Tampa, FL 33603
10	DaVita Woodstock	2001 Professional Pkwy, Ste. 100 Woodstock, GA 30188
11	DSI Covington	4179 Baker Street NE Covington, GA 30014
12	DSI Cobb County	506 Roswell Street, Bldg. 100 Marietta, GA 30060
13	DSI Scottsdale	4651 West 79 th Street, Unit 100 Chicago, IL 60652
14	DSI Greenwood	125 Airport Parkway, Suite 140 Greenwood, IN 46143
15	DSI Northwest Indianapolis	6488 Corporate Drive Indianapolis, IN 46278

APPENDIX A-2

Appendix A Joint Ventures

APPENDIX B

AREA DEFINITIONS TO APPENDIX A

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17	DSI Easley, Greenville, Pleasantburg, Powderhorn	The area in and/or near Greenville, South Carolina consisting of: 29625, 29660, 29601, 29605, 29607, 29609, 29611, 29613, 29615, 29617, 29630, 29640, 29642, 29644, 29645, 29657, 29661, 29662, 29669, 29671, 29673, 29680, 29681, and the portion of 29687 that lies south of State Highway 290 and S-23-415.
18	DSI Galleria	The area in and/or near Memphis, Tennessee consisting of: 38002, 38016, 38018, 38068, 38120, 38125, 38127, 38128, 38133, 38134, and 38135.
19	DSI Memphis South:	The are in and/or near Memphis, Tennessee, consisting of: 38111, 38114, 38115, 38117, 38118, 38141, and 38152.
20	DVA Beeville 2245	The area in and/or near Beeville, Texas consisting of: 78102, 78389, 78391. the portion of 77963 that lies south of State Highway 239 and west of US-77, the portion of 78022 that lies east of I-37, the portion of 78071 that lies east of I-37 and State Highway 72, the portion of 78119 that lies south of State Highway 72 and State Highway 239, the portion of 78368 that lies east of I-37, and the portions of 78377, 78378 and 78391 that lie west of US-77.
21	DVA Oso Bay 2219	The area in and/or near Corpus Christi, Texas consisting of: 78401, 78402, 78404, 78405, 78407, 78411, 78413, 78414, 78415, 78416, 78417, 78418, and 78419.
22	DSI El Paso W and El Paso E	The area in and/or near El Paso, Texas consisting of: 88063, 79836, 79838, 79853, 79901, 79902, 79903, 79905, 79907, 799

APPENDIX C

MONITOR AGREEMENT

APPENDIX D

EXCLUDED TRADEMARKS & DESIGNS




APPENDIX D




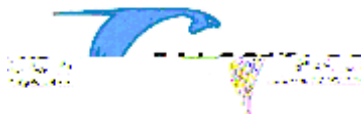

Excluded Trademarks and Designs

Excluded Assets means the rights to the names “DaVita” and any variation of those names, and any names, phrases, marks, trade names, and trademarks to the extent they include the marks and designs listed below:




"DaVita" and any variation of those names, and any names, phrases, marks, trade names, and trademarks to the extent they include the following, "REN," "Total Renal Care," "Renal Treatment Centers," "Vivra," "At Your Service," "At Your Service (& Design)," "Dancing Star Logo," "DaVita At Home," "DaVita At Home (& Design)", "DaVita Clinical Research," "DaVita Laboratory Services," "DaVita Nephrology Partners," "DaVitaCare," "DaVita's Key To Better Health," "He/She Gives Life," "K.T. Family Foundation (& Design)," "Kidney Education And You," "Life-Alysis," "Maxine," "Miscellaneous Design (Alligator Design)," "Miscellaneous Design (Bird Design)," "Miscellaneous Design (Star in Square)," "Open Access & Open Access (& Design)," "Our Village Pharmacy," "Our Village Pharmacy (Design)," "Reggie," "Renal Connect," "Rising Star Design," "RMS," "RMS & Design," "Snappy," "Star Rx," "Star Rx (& Design)," "Star Rx Reminder," "Star Rx Reminder (& Design)," "Star/Heart Design," "Swirling Star Logo," or "Where Quality of Life Meetings Quality of Care."






Davita Trademarks

Mark	Design
ACCOUNTABLE KIDNEY CARE	
ACCOUNTABLE RENAL CARE	
BRINGING QUALITY TO LIFE	
CHAIRSIDESNAPPY	
CHAIRSIDESNAPPY (& DESIGN)	
DAVITA	
DAVITA (& DESIGN)	
DAVITA AT HOME	
DAVITA AT HOME (& DESIGN)	
DAVITA CLINICAL RESEARCH	
DAVITA KAT WALKS ACROSS AMERICA	

DPSG DAVITA PRACTICE STRATEGY GROUP (& DESIGN)	
DVA LABORATORY SERVICES	
DVA LABORATORY SERVICES (& DESIGN)	
EMPOWER	
EMPOWER	
EMPOWER	
ENGAGE	
FALCON	
FALCON (& DESIGN)	
FALCON ACCESS	
FALCON DIALYSIS	
FALCON EHR	
FALCON ESRD	
FALCON LAB	
FALCON MOBILE	
FALCON. INNOVATIVE KIDNEY SOLUTIONS. DELIVERED. (& DESIGN)	
HOMECHOICE PARTNERS	
HOMECHOICE	
HOMECHOICE PARTNERS THE INFUSION THERAPY SPECIALISTS (& DESIGN)	
IMPACT	
INNOVATIVE KIDNEY SOLUTIONS. DELIVERED.	
INTEGRATED KIDNEY CARE	
KIDNEY EDUCATION AND YOU	
KLINLAB	
LABENEWS	
LABORATORY FORUM	
LIFE-ALYSIS	
LIFELINE VASCULAR ACCESS	
LIFELINE VASCULAR ACCESS (& DESIGN)	
MAXINE	
MAXINE	

MISCELLANEOUS DESIGN (BIRD DESIGN)	
MISCELLANEOUS DESIGN (DANCING STAR DESIGN)	
MISCELLANEOUS DESIGN (ALLIGATOR CHARACTER)	
MISCELLANEOUS DESIGN (HOUSE DESIGN)	
NED (DESIGN ONLY)	
PEP	
PACE	
PATIENT CENTRIC DIALYSIS	
PATIENTS ENRICHED THROUGH PARTNERSHIP	
PATIENT PATHWAY	
PATIENT PA	

PHIL THE PHARMACIST (DESIGN ONLY 1)	
PHIL THE PHARMACIST (DESIGN ONLY 2)	
PHOSPHORUS CHALLENGE	
PROGRAMS ENRICHED BY PEOPLE	
PROGRAMS ENRICHED BY PEOPLE (& DESIGN)	
REGGIE	
RENAL CONNECT	
REX	
REX (& DESIGN)	
REX (DESIGN ONLY)	
RELENTLESS PURSUIT OF QUALITY	
RIGHT PATIENT, RIGHT THERAPY, RIGHT TIME	
RIISING STAR DESIGN	
SNAPPY	
THE KAT WALK	
TOUR DAVITA	
TOUR DAVITA (& DESIGN)	
VILLA BY DAVIGN	

VILLA BY DAVITA (& DESIGN)	
VILLAGE GREEN	
VILLAGE GREEN (& DESIGN)	
VILLAGEHEALTH	
VILLAGE HEALTH (& DESIGN)	
VILLAGEHEALTH DISEASE MANAGEMENT	
VILLAGEHEALTH DISEASE MANAGEMENT	
VILLAGEHEALTH DISEASE MANAGEMENT (& DESIGN)	
VILLAGEHEALTH DISEASE MANAGEMENT (& DESIGN)	

NON-PUBLIC APPENDIX E

FRAZIER/NEA DIVESTITURE AGREEMENTS

[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX F

LIST OF ALTERNATIVE CLINICS TO DIVEST

[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX F-2

LIST OF ALTERNATIVE JOINT VENTURES

[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX G

ADDITIONAL DAVITA AND DSI EMPLOYEES LIST

[Redacted From the Public Record Version, But Incorporated By Reference]